

<i>SERFF Tracking Number:</i>	<i>PERR-125510163</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ohio Indemnity Company</i>	<i>State Tracking Number:</i>	<i>#101923 \$50</i>
<i>Company Tracking Number:</i>	<i>OIC-CIM-LLE-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>OIC-CIM-LLE-AR-08-01-F</i>		
<i>Project Name/Number:</i>	<i>OIC-CIM-LLE-AR-08-01-F/OIC-CIM-LLE-AR-08-01-F</i>		

Filing at a Glance

Company: Ohio Indemnity Company	SERFF Tr Num: PERR-125510163	State: Arkansas
Product Name: OIC-CIM-LLE-AR-08-01-F	SERFF Status: Closed	State Tr Num: #101923 \$50
TOI: 09.0 Inland Marine	Co Tr Num: OIC-CIM-LLE-AR-08-01-F	State Status: Fees verified and received
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Filing Type: Form	Authors: Neresia Torres, Olga E. Burciaga	Disposition Date: 03/10/2008
	Date Submitted: 02/28/2008	Disposition Status: Approved
Effective Date Requested (New): 03/28/2008		Effective Date (New): 03/28/2008
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 03/28/2008

State Filing Description:

General Information

Project Name: OIC-CIM-LLE-AR-08-01-F	Status of Filing in Domicile: Pending
Project Number: OIC-CIM-LLE-AR-08-01-F	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/10/2008	
State Status Changed: 03/05/2008	Deemer Date:
Corresponding Filing Tracking Number: OIC-CIM-LLE-AR-08-01-R (desk file)	
Filing Description:	
On behalf of Ohio Indemnity Company (the "Company"), we are submitting this filing to introduce the forms associated with a new Loan/Lease Program. Please see enclosed memorandum for more details. Please note the corresponding rates and rules are exempt from filing requirements per AR 23-67-206.	

The Company respectfully requests that the proposed forms be implemented for all policies effective on March 28, 2008.

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Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. If there are any requests for additional information related to items in this filing, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Olga Burciaga, Filing Analyst	doi@perrknight.com
881 Alma Real Dr Suite 205	(310) 230-9339 [Phone]
Pacific Palisades, CA 90272	

Filing Company Information

Ohio Indemnity Company	CoCode: 26565	State of Domicile: Ohio
250 E. Broad Street, 10th Floor	Group Code:	Company Type:
Columbus, OH 43215	Group Name:	State ID Number:
(614) 220-5210 ext. [Phone]	FEIN Number: 31-0620146	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR filing fee is \$50 for form submissions.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ohio Indemnity Company	\$0.00	02/28/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
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<i>Project Name/Number:</i>	<i>OIC-CIM-LLE-AR-08-01-F/OIC-CIM-LLE-AR-08-01-F</i>		
101923	\$50.00	02/27/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/10/2008	03/10/2008

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Disposition

Disposition Date: 03/10/2008

Effective Date (New): 03/28/2008

Effective Date (Renewal): 03/28/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125510163 State: Arkansas

Filing Company: Ohio Indemnity Company State Tracking Number: #101923 \$50

Company Tracking Number: OIC-CIM-LLE-AR-08-01-F

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: OIC-CIM-LLE-AR-08-01-F

Project Name/Number: OIC-CIM-LLE-AR-08-01-F/OIC-CIM-LLE-AR-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memorandum, Forms List and Letter of Authorization	Approved	Yes
Form	Equipment Physical Damage Loan Lease Master Policy	Approved	Yes
Form	Equipment Physical Damage Loan Lease Master Policy	Approved	Yes
Form	Equipment Physical Damage Loan Lease Declarations	Approved	Yes
Form	Equipment Physical Damage Read Your Policy Carefully	Approved	Yes
Form	Equipment Physical Damage Replacement Cost Coverage Endorsement	Approved	Yes
Form	Equipment Physical Damage General Change Endorsement	Approved	Yes
Form	Equipment Physical Damage Loan Lease Program Additional Insured Endorsement	Approved	Yes
Form	Equipment Physical Damage Assumption Certification	Approved	Yes
Form	Notice of Terrorism Insurance Coverage	Approved	Yes
Form	Equipment Physical Damage - Arkansas Changes	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Physical Damage Loan Lease Master Policy	LLP-100	(11/2007)	Declaration News/Schedule		0.00	Loan Lease 100 8.31.07.pdf
Approved	Equipment Physical Damage Loan Lease Master Policy	LLP-200	(01/2008)	Policy/CoveNew rage Form		0.00	LLP-200 (01-2008).pdf
Approved	Equipment Physical Damage Loan Lease Declarations	LLP-500	(11/2007)	Declaration News/Schedule		0.00	LOAN LEASE 500 (10-2006).pdf
Approved	Equipment Physical Damage Read Your Policy Carefully	LLP-600	(01/2008)	Policy/CoveNew rage Form		0.00	LLP 600 01.2008.pdf
Approved	Equipment Physical Damage Replacement Cost Coverage Endorsement	LLP-301	(11/2007)	Endorsement New nt/Amendm ent/Condi tions		0.00	Loan Lease 301 Replacement Coverage.pdf
Approved	Equipment Physical Damage General Change Endorsement	LLP-303	(11/2007)	Endorsement New nt/Amendm ent/Condi tions		0.00	Loan Lease 303 General Change endorsement .pdf
Approved	Equipment Physical Damage Loan Lease Program Additional Insured	LLP-304	(11/2007)	Endorsement New nt/Amendm ent/Condi tions		0.00	Loan Lease 304 Addtl Insured endorsement .pdf

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Endorsement

Approved	Equipment Physical Damage Assumption Certification	LLP-305 (11/2007)	Certificate New	0.00	Loan Lease 305 Assumption endorsement .pdf
Approved	Notice of Terrorism Insurance Coverage	OIC- DIS2003	(01/2008) Disclosure/ Notice	0.00	OIC- DIS2003 (01- 2008).pdf
Approved	Equipment Physical Damage AR - Arkansas Changes	LLP-400 (02/2008)	Endorseme New nt/Amendm ent/Condi tions	0.00	AR LLP 400.pdf



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

**EQUIPMENT PHYSICAL DAMAGE
LOAN LEASE MASTER POLICY**

DECLARATIONS

Policy NO.:

ITEM 1. Named Insured (Lender) and Address (No., Street, City, State, Zip Code)

ITEM 2. Policy Period: From

12:01 a.m., Standard Time at the address of the Named Insured as stated herein and continuing until cancelled.

ITEM 3. Coverage Provided and Premium:

COVERAGES

☐ ☐ Named Perils

PREMIUM

Per Rate Schedule/

Chart Attached to Policy

ITEM 4. Schedule of Eligible Property:

Mobile Agricultural and Commercial Equipment, including forklifts, tow motors, bulk storage barns, portable buildings, and Horse and Stock Trailers, all to be classified as Commercial Inland Marine.

ITEM 5. Maximum Term of Loan: months *Follows Terms Of Security Interest

ITEM 6. Minimum Amount of Insurance:

ITEM 7. Maximum Amount of Insurance:

ITEM 8. Endorsement(s): The endorsements listed below are attached to and form a part of this policy.

Date of Issue: _____ **Countersigned:** _____

**THIS POLICY DOES NOT PROVIDE AFFORD PROTECTION AGAINST BODILY INJURY OR
PROPERTY DAMAGE LIABILITY, NOR DOES IT PROVIDE PERSONAL INJURY PROTECTION
BENEFITS, AND WILL NOT FULFILL THE REQUIREMENTS OF ANY FINANCIAL
RESPONSIBILITY LAW OR NO-FAULT LAW.**

This Declarations page together with endorsements, if any, issued to form a part thereof, completes the above numbered policy.

Secretary

President



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

**EQUIPMENT PHYSICAL DAMAGE
LOAN LEASE MASTER POLICY**

READ YOUR POLICY CAREFULLY

I. DEFINITIONS

The following words and phrases have special meaning throughout this policy and are printed in **Bold-Face Type** when used:

1. **"You", "your", or "named Insured"** means the lender (lienholder) or lessor shown as the **named insured** in the declarations.
2. **"We", "us", or "our"** means the company providing this insurance.
3. **"Retail Purchaser"** means the owner or lessee to whom the **named insured** has extended credit, secured by the **property** described in the **security instrument**.
4. **"Notice of Insurance" or "Notice"** means an individual certificate of insurance providing specific coverage on encumbered **property** protecting **you** and the **Retail Purchaser** as your respective interests **may** appear.
5. **"Insured Property" or "property"** means the equipment described as eligible **property** in the declarations. **"Property"** also includes equipment that is included in the retail purchase price on which **you** have extended credit and is permanently installed or fastened by bolts, screws or welding in or upon the described item by the manufacturer.
6. **"Loss"** means direct, sudden and accidental **loss** of or damage to eligible **property**.
7. **"Date of Loss"**: For **repossessed property**, the **date of loss** shall be the date the **property** is **repossessed** by the **named insured**. For non-repossessed **property**, the **date of loss** shall be the date the accident or **loss** occurred or if the date of the accident or **loss** cannot be verified, the date **we** are notified will be the **date of loss**. The damage to or physical **loss** of the **property** must fall within the policy period stated in the declarations of this policy, and within the term of the **Notice of Insurance**.
8. **"Actual Cash Value"** means the fair market value of the damaged or stolen **property** as of the **date of loss**, determined by the best available information accurately reflecting such fair market value, based on but not limited to values listed in the applicable market guides.
9. **"Instrument" or "Security Instrument"** means a Security Agreement, a Financing Statement, a Certificate of Title, a Conditional Sales Contract, a Conditional Bill of Sale, a Chattel Trust Deed, a Bailment Lease, a Deed of Trust, or a Bill of Sale to secure a debt, evidencing or creating or reserving a lien interest in **property** as herein defined, which creates **your security interest** in the **property**. **Instrument** also means a loan or lease by **you** to the **Retail Purchaser** that:
 - i. is for a term of not less than six months,
 - ii. must reduce in approximately equal payments,
 - iii. does not exceed the maximum allowable term of loan as stated in the Declarations of this Policy,
 - iv. is in an amount greater than the minimum amount of insurance as stated in the Declarations of this Policy,
 - v. does not exceed the maximum allowable amount of insurance as stated in the Declarations of this Policy, and
 - vi. payments are not more than sixty (60) days past due as of the effective date of the **Notice of Insurance**.
10. **"Security Interest"** means **your** monetary interest in the **property** by **you** or **your** representative because of default in the loan or lease payment.
11. **"Repossessed (repossession)"** means to regain and take physical possession of **property** by **you** or **your** representative because of default in the loan or lease payment.
12. **"Cancel (cancellation)"** means the termination of all coverage under this Commercial Inland Marine Installment Sales Floater Master Policy.
13. **"Impaired (impairment)"** means that the value of the **property** at the time of and because of **loss** is reduced to an amount that is less than the respective interests of the **named insured** and/or the **Retail Purchaser**.

II. INSURING AGREEMENTS

In return for the payment of premium for each **Notice of Insurance** issued under the authority of this policy, **we** agree to provide coverage for **you** and the **Retail Purchaser** for **property** described in the Declarations, subject to the Conditions and Exclusions of this Policy.

We will pay for **loss** to **insured property** caused by:

- (1) Fire; (2) Lightning; (3) Windstorm; (4) Hail; (5) Explosion; (6) Aircraft, including objects falling therefrom; (7) Vehicles; (8) Smoke; (9) Flood, meaning only the rising of water from natural causes; (10) Collision with another object or its overturn; (11) Collapse of bridge, wharf, dock, platform or culvert; (12) Stranding, sinking, burning, or collision of any regular ferry crossing a river or stream, including general average or salvage charges; (13) Theft, but excluding mysterious disappearance; (14) Vandalism and malicious mischief.

III. COVERAGE PROVISIONS

CONDITIONS PRECEDENT TO LIABILITY

There will be no legal obligation for coverage on **our** part unless:

1. **Your** and/or the **Retail Purchaser's** interest in the **property** has become **impaired** due to a **loss** which has occurred under one or more of the perils insured by the Policy; and
2. A **Notice of Insurance** has been issued covering the **property** and such coverage was in effect on or before the **date of loss**; and
3. The claim has been reported within a reasonable length of time not to exceed sixty (60) days after the **date of loss**.

COMPANY'S LIABILITY – SETTLEMENT OPTIONS

1. **Our** liability to **you** or the **Retail Purchaser** shall not exceed the lesser of the following amounts after deduction of any compensation for the **loss** paid by a third party and the deductible.
 - a. The **actual cash value** of the damaged or stolen **property** as of the **date of loss**, with proper deduction for depreciation, however caused, and less salvage value; or
 - b. The cost of repairing or replacing the damaged or stolen **property** with like kind and quality; or
 - c. The amount of insurance as stated in the **Notice of Insurance**, less salvage value; or
 - d. The maximum allowable amount of insurance stated in the Declarations of this Commercial Inland Marine Installment Sales Property Floater Master Policy less salvage value.
2. At **our** option **we** may pay for the **loss** in money or may repair or replace the damaged or stolen **property**. **We** may take all or such part of the **property** at the agreed or appraised value; however, the **insured property** may not be abandoned to **us**. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

PREMIUM

The premium charge for each **Notice of Insurance** shall be determined from the rate schedule in use on the date the **Notice of Insurance** is issued.

IV. EXCLUSIONS

1. **We** will not pay for a **loss** caused directly or indirectly by any of the following:
 - a. Structural failure, mechanical breakdown, or resulting from the weight of a load exceeding the registered lifting or supporting capacity of any machine;
 - b. Wear, tear and gradual deterioration, dampness of atmosphere, inherent vice, freezing or extremes of temperature, corrosion, rust, structural defect, repairing, remodeling, adjusting, servicing or maintenance operations;
 - c. Misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the **Retail Purchaser** or any other party of interest, his or their employees or agents or others to whom the **property** may be entrusted;
 - d. Unexplained **loss**, mysterious disappearance, or shortage disclosed by taking inventory;
 - e. Strikes, lockouts, labor disturbances, riots, civil commotion or the acts of any person or persons taking part in any such occurrence or disorder;
 - f. **Loss** of use of **property**, towing, pickup, delivery, rental reimbursement or consequential **loss** of any kind;
 - g. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such **loss** be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct **loss** by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy;
 - h. An agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall

be conclusively presumed to be such a hostile warlike action by such government, power, authority or forces;

- i. War, including undeclared or civil war, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;
- j. Risks of contraband or illegal transportation or trade;
- k. Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war;
- l. Pollution. The discharge, dispersal, seepage, migration, release or escape of "pollutants"; or
- m. Governmental action. Seizure or destruction of **property** by order of governmental authority.

But, **we** will pay for a **loss** or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered by this policy.

2. **We** will not pay for a **loss**:

- a. If at the time of **loss** or damage, there is other valid and collectible insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted;
- b. If the **property** described in the **instrument** is assigned, transferred, leased, rented or on consignment for sale to another person or organization by the **Retail Purchaser** named in the **Notice of Insurance**;
- c. If at the time of **loss** or damage, the **property** is being used for a purpose other than the use originally disclosed;
- d. When such **loss** is caused by the neglect of the **Retail Purchaser** to use all reasonable means to save and preserve the **property** at and after any **loss** insured against, or when the **property** is endangered by fire in neighboring premises;
- e. When **loss** is caused by the loading, discharging, handling or transporting of the **property** for a fee.
- f. To any **property** located underground unless it is part of an irrigation system or unit caused by:
 - a. Electrical breakdown or failure;
 - b. Electrical currents, other than those caused by lightning, that damage an electrical apparatus or its wiring, except if a fire or explosion results, **we** do cover the **loss** by a fire or explosion;
 - c. Faulty or improper installation;
 - d. A fault, defect, or deficiency, error or omission in a plan, blueprint, design or specification of an irrigation unit or system;
 - e. Collision of an irrigation unit or system with any permanent obstacle(s) or obstruction(s) in their path unless properly installed barricades and/or "End of Field Stops" are installed; or
 - f. Collision with another irrigation unit or system, regardless of the cause.

3. **Insured Property** does not include:

- a. Any crane, boom or derrick while such equipment is being operated or used unless directly caused by fire, lightning, windstorm, explosion, or overturning of the machine of which it is part (the term "boom" shall include any extension thereof);
- b. Automobiles or similar self-propelled conveyances designed for highway use;
- c. Plans, blueprints, designs or specifications;
- d. Underground **property** or **property** while located underground unless such **property** is part of an irrigation unit or system;
- e. Any **property** which has become a permanent part of any structure;
- f. Dynamos, excitors, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by electricity other than lightning, unless fire ensues and then only for loss or damage from such ensuing fire;
- g. Tires or tubes, unless directly caused by fire, windstorm or theft or is coincident with and from the same cause as other **loss** insured by this policy;
- h. **Property** used in logging or pulpwood operations;
- i. **Property** used in strip or underground mining operations;
- j. Agricultural **property** that is over twenty (20) years of age (without prior approval) at the inception date of the **Notice of Insurance**;
- k. Any **property** that is considered as personal property;

- l. Contractors and industrial **property** (including forklifts, chippers and stump grinders) that are over ten (10) years of age (without prior approval) at the inception date of the **Notice of Insurance**;
 - m. Combines and cotton pickers/strippers that are over four (4) years of age and have not been reconditioned by a dealer prior to resale at the inception date of the **Notice of Insurance**;
 - n. Combines and cotton pickers/strippers used for harvesting for a fee;
 - o. **Property** used outside the **Retail Purchaser's** home state or a contiguous state. The **Retail Purchaser's** home state shall be considered the state where the **property** is normally stored, garaged or used;
 - p. ATV's, Gators, Mules or **property** of a similar nature being used for recreation.
4. **We** will not pay for a loss caused directly or indirectly by a consequential loss to **property** of any kind, including any increased costs associated with the repair or reconstruction of **property** following a loss, when such increased costs apply to undamaged **property** that a repair facility recommends or requires to be repaired or replaced.

V. CONDITIONS

WHEN AND WHERE THIS NOTICE OF INSURANCE APPLIES

We cover **losses** which occur during the term of a **Notice of Insurance**; but only after the **insured property** leaves the premises of the dealer and is located:

1. Within the United States of America, its territories or possessions, or in Canada;
2. While the **property** is being transported between any of these places; or
3. While temporarily on the premises of the selling vendor for repairs.

DEDUCTIBLE

Each claim for **loss** or damage shall be adjusted separately and from the amount of each adjusted claim, the sum shown in the **Notice** as the deductible shall be deducted. If there is damage to **insured property** caused by more than one occurrence, the deductible amount shall be applied separately to each **loss**. If two or more items of **insured property** are covered under the same **Notice of Insurance**, the deductible shall only apply once when **loss** or damage is caused by the same **loss** occurrence.

OTHER INSURANCE

If there is other insurance covering the same **loss** or damage, **we** will pay only for the amount of covered **loss** or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable limit of insurance.

WHAT YOU MUST DO WHEN LOSS OCCURS

You, or the **Retail Purchaser** shall, as soon as possible, report to **our** agent or **us** every **loss** or damage which may become a claim under this insurance. **You** or the **Retail Purchaser** shall also file with **our** agent or **us** a detailed sworn proof of **loss** within ninety (90) days from the date of **loss**. Failure by **you** or the **Retail Purchaser** to report said **loss** or damage and to file such sworn proof of **loss** shall invalidate any claim under this insurance. **You** or the **Retail Purchaser** must notify the police if a **loss** is caused by theft, vandalism, malicious mischief, as evidenced by a police report.

ADDITIONALLY YOU AND THE RETAIL PURCHASER MUST:

Unless **you** and the **Retail Purchaser** have complied fully with all of the following duties, **we** have no obligation to provide any coverage under this Policy:

1. Cooperate with **us** in the investigation, settlement or the conduct of any suit;
2. Not make settlement with others for **loss** to **property**.
3. Not, except at **your** own cost, offer any reward, voluntarily make any payment, assume any obligation or incur any expense unless specifically authorized in writing by **us**;
4. Permit **us** to inspect and appraise the damaged **property** before its repair or disposition.
5. Take reasonable steps after **loss** to protect the **property** from further **loss**. **We** will pay reasonable expenses incurred to do this. If **you** do not protect the **property**, such additional **loss** will be deducted from the **loss** settlement.
6. When requested by **us**, execute and deliver **instruments** and papers to **us** and do whatever else is necessary for **us** to secure good title to the **property**.
7. Submit and so far as is within their power, shall cause all other persons including family members and employees to submit to examinations under oath when requested by **us** in regard to any and all matters in connection with a **loss**.
8. Produce for examination all books of accounts, bills, invoices, statements or certified copies thereof at such reasonable time and place as may be chosen by **us** and shall permit extracts and copies thereof to be made.

SETTLEMENT OF LOSS

We will pay or make good any covered **loss** within thirty (30) days after:

1. We receive satisfactory proof of **loss**,
2. We reach agreement with **you** and/or the **Retail Purchaser**,
3. The filing of an appraisal award, or
4. The entry of final judgment.

We will not be liable for any part of a **loss** that has been paid or made good by others.

PAYMENT OF LOSS

Payment of **loss** under this insurance shall be made payable to **you** and the **Retail Purchaser** as their interests may appear.

NO BENEFIT TO BAILEE

We shall not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing, or transporting **property** for a fee regardless of any other provisions of this insurance.

ASSIGNMENT OF INTEREST

The interest of the **named insured** or the **Retail Purchaser** in this insurance may not be assigned without **our** prior written consent.

PAIR, SET OR PARTS

1. Pair or set – In case of **loss** to any part of a pair or set, **we** may:
 - a. Repair or replace any part to restore the pair or set to its value before the **loss**; or
 - b. Pay the difference between the value of the pair or set before and after the **loss**.
2. Parts – In case of **loss** to any part of the **insured property** consisting of several parts when complete, **we** will only pay for the value of the lost or damaged part.

OUR RIGHT TO RECOVER FROM OTHERS

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person whom **we** pay for **loss** must transfer to **us** their right of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that will harm them. **We** shall not exercise **our** right of recovery against any **Retail Purchaser** in respect to any claim under this insurance, provided such claim did not originate through the willful action, knowledge or intent of any **Retail Purchaser**. Such waiver shall not serve to exclude the rights to recover as **we** may have against any third party.

RECOVERY OR SALVAGE

In the event of any recovery or salvage on a **loss** which has been or is being paid, such recovery or salvage shall accrue to **our** benefit until the sum paid by **us**, including **our** expenses, has been made up.

ARBITRATION

Any controversy or claim arising out of or relating to this policy, or the breach of the same, shall be settled by arbitration to be held in Dallas, Texas in accordance with the provisions of the Texas General Arbitration Act. The arbitrator is to be selected by a state district judge of Dallas County, Texas or by the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the dispute of the parties.

APPRAISAL

If **you** and/or the **Retail Purchaser** and **we** disagree on the value of the **property** or the amount of the **loss**, either may make written demand for an appraisal of the **loss** and to be bound by the results of that appraisal, however, both parties must agree to appraisal. Each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the **property** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision reached to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, **we** shall not be held to have waived any of **our** rights by any act relating to the appraisal.

LEGAL ACTION AGAINST US

You or the **Retail Purchaser** may not require payment of **loss** or bring legal action against **us** until:

1. There has been full compliance by **you** and the **Retail Purchaser** with all of the terms of this policy;
2. Sixty (60) days have passed since a proper proof of **loss** was submitted; and
3. The action is brought within two (2) years after the date on which the direct physical **loss** or damage occurred.

CHANGES

This policy contains all the agreements between **you**, the **Retail Purchaser** and **us** concerning this insurance and its terms may not be changed or waived except by written endorsement issued by **us**. **You** or the **Retail Purchaser** shall promptly notify **us** of any change in ownership, change in **property** use or any transfer of interest in any of the **property** covered by this insurance. Failure to notify **us** of such change shall invalidate any claim under this policy.

BANKRUPTCY

Bankruptcy or insolvency of **you** or the **Retail Purchaser** shall not relieve **us** of any obligations under this policy.

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage, either before or after a **loss**, if **you** or the **retail purchaser** have concealed or misrepresented any material fact or circumstance relating to this insurance.

PROTECTIVE SAFEGUARDS

The **Retail Purchaser** must maintain the protective safeguards that are installed on or to the **property**. If the **Retail Purchaser** fails to keep the protective safeguards in working condition the coverage for which the protective safeguards apply is automatically suspended.

TERMS OF POLICY CONFORM TO STATE STATUTE

Any terms of this policy which are in conflict with the statutes of the state where this policy is issued are amended to conform to the minimum requirements of the statutes.

CANCELLATION – MASTER POLICY

1. **You** may cancel this policy by returning it to **us** or by giving **us** written notice stating when thereafter such **cancellation** shall be effective.
2. **We** may **cancel** this policy by mailing or delivering to **you** at least thirty (30) days written notice at **your** last mailing address known by **us**. Proof of mailing of any notice will be sufficient proof of notice. The effective date of **cancellation** stated in the notice shall become the end of the policy period.
3. **Cancellation** of this policy by either **you** or **us** will not affect any **Notice of Insurance** or coverage provided by this policy for those **Notices of Insurance** issued prior to **cancellation** of this policy. They will remain in force until their expiration, unless **cancelled** under the condition titled “**Cancellation -- Notices of Insurance**”.

CANCELLATION – NOTICES OF INSURANCE

Individual **Notices of Insurance** issued by authority of this policy may be **cancelled**:

1. By **you** by mailing written notice to **us** of the future date **cancellation** is to be effective.
2. By **us** mailing to **you** and the **Retail Purchaser** at the last mailing address known by **us** at least thirty (30) days written notice. Proof of mailing of any notice will be sufficient proof of notice. The effective date of **cancellation** stated in the **Notice of Insurance** shall become the end of the coverage period.
3. By submitting the **Notice of Insurance** to **us** by **you** upon:
 - a. The effective date of other specific physical damage insurance secured by the **Retail Purchaser** showing **you** as **loss** payee, with appropriate documentation of such other coverage; or
 - b. The date when payment is made in full for the credit extended on the **property** which established **your** interest; or
 - c. The date of **repossession** of the **property** by **you** or its abandonment to **you** by the **Retail Purchaser**. **Cancellation** due to **repossession** of **property** will not affect such coverage as is afforded by the policy for **loss** discovered upon the date of **repossession**; or
 - d. The **date of loss** for any **total loss** to **property** covered by a **Notice of Insurance**.

NONRENEWAL

1. If **we** decide not to renew this policy, **we** will mail or deliver to the first Named Insured's last mailing address known to **us** or **our** authorized agent, written notice of the nonrenewal not less than thirty (30) days before the expiration date.
2. **We** need not provide this notice if:
 - a. **You** have accepted replacement coverage;
 - b. **You** have requested or agreed to nonrenewal; or
 - c. This policy is expressly designated as nonrenewable.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. The **Notice(s) of Insurance** are expressly nonrenewable.

PREMIUM REFUNDS

1. If **you** or the **Retail Purchaser** cancels a **Notice of Insurance**, the refund, if any, will be computed in accordance with the Rule of 78's. A **cancellation** as in item 3. of **Cancellations – Notices of Insurance** will be considered at **your** request.
2. If **we** **cancel** a **Notice of Insurance**, earned premium will be computed on a pro-rata basis
3. **Our** refund will be made directly to **you**.
4. **We** will refund unearned premium either at the time **cancellation** is effected or as soon as practicable after **cancellation** becomes effective, but payment or the return of unearned premium is not a condition of **cancellation**.

DECLARATIONS

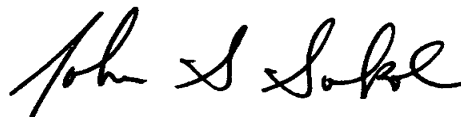
By acceptance of this policy **you** agree that:

1. The statements in the Declarations are **your** representations and agreements; and
2. This policy is issued in reliance upon **your** representations and agreements; and
3. This policy contains all agreements between **you** and **us** or **our** agent relating to this insurance.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its president and secretary. But this policy shall not be valid, unless countersigned on the Declarations Page by a duly authorized representative of the Company.

A handwritten signature in black ink, appearing to read "Matt Noh", written over a light gray horizontal line.

Secretary

A handwritten signature in black ink, appearing to read "John S. Sobel", written over a light gray horizontal line.

President

WARNING: THIS COVERAGE DOES NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE LIABILITY INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY OTHER LAW MANDATING MOTOR VEHICLE INSURANCE COVERAGE



**OHIO
INDEMNITY
COMPANY**

250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

Equipment Physical Damage Loan Lease Declarations

NOTICE # _____

Item 1.

Retail Purchaser and Address	Named Insured Lender and Address

Item 2. COVERAGE PERIOD

From			To			Term In Months	
MONTH	DAY	YR	MONTH	DAY	YR		

At 12:01 A.M. Standard Time at the address of the Named Insured stated herein.

Item 3. Coverage Provided: The insurance afforded hereunder is only with respect to such, and to as many coverages as are indicated by specific premium charge or charges.

COVERAGES	AMOUNT OF INSURANCE	PREMIUM
Fire, Lightning, Windstorm, Hail, Explosion, Aircraft, Vehicles, Smoke, Flood, Collision with another object, Theft (but excluding mysterious disappearance) and Vandalism and Malicious Mischief		

Item 4. Endorsements:

Item 5. Deductible Amount: \$ _____

Item 6. Description of Insured Property

Year	Make and Model	Identification Number	Retail Cash Selling Price

THIS NOTICE DOES NOT PROVIDE PROTECTION AGAINST BODILY OR PROPERTY DAMAGE LIABILITY, NOR DOES IT PROVIDE PERSONAL INJURY PROTECTION BENEFITS, AND WILL NOT FULFILL THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY OR NO FAULT LAW.

COVERAGE UNDER THIS NOTICE PROTECTS THE NAMED INSURED AND/OR LIENHOLDER AS THEIR INTERESTS MAY APPEAR. BUT IN NO EVENT, MORE THAN THE LIMITS SET FORTH IN THE CONDITION TITLED COMPANY'S LIABILITY- SETTLEMENT OPTIONS.

Date Issued: _____

Authorized Representative: _____

For questions about this coverage, please
contact the Insured Creditor listed above or the
Program Administrator →

Program Administrator:



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

EQUIPMENT PHYSICAL DAMAGE LOAN LEASE PROGRAM

READ YOUR POLICY CAREFULLY

This **Notice of Insurance**, any endorsements and the attached Declarations Page form a complete policy and contain the full agreements between **you** and **us**.

I. DEFINITIONS – READ THEM CAREFULLY

The following words and phrases have special meaning throughout this **Notice of Insurance** and are printed in **Bold-Face Type** when used:

“**You**”, “**your**”, or “**named insured**” means the lender (lienholder) or lessor shown as the **named insured** in the declarations.

“**We**”, “**us**”, or “**our**” means the company providing this insurance.

“**Retail Purchaser**” means the owner or lessee to whom the **named insured** has extended credit, secured by the **property** described in the **security instrument**.

“**Notice of Insurance**” or “**Notice**” means an individual certificate of insurance providing specific coverage on encumbered **property** protecting **you** and the **Retail Purchaser** as **your** respective interests may appear.

“**Insured Property**” or “**property**” means the equipment described as eligible **property** in the declarations.

“**Property**” also includes equipment that is included in the retail purchase price on which **you** have extended credit and is permanently installed or fastened by bolts, screws or welding in or upon the described item by the manufacturer.

“**Loss**” means direct, sudden and accidental **loss** of or damage to eligible **property**.

“**Date of Loss**”: For **repossessed property**, the **date of loss** shall be the date the **property** is **repossessed** by the **named insured**. For non-**repossessed property**, the **date of loss** shall be the date the accident or **loss** occurred or if the date of the accident or **loss** cannot be verified, the date **we** are notified will be the **date of loss**. The damage to or physical **loss** of the **property** must fall within the policy period stated in the **Notice of Insurance**.

“**Actual Cash Value**” means the fair market value of the damaged or stolen **property** as of the **date of loss**, determined by the best available information accurately reflecting such fair market value, based on but not limited to values listed in the applicable market guides.

“**Instrument**” or “**Security Instrument**” means a Security Agreement, a Financing Statement, a Certificate of Title, a Conditional Sales Contract, a Conditional Bill of Sale, a Chattel Trust Deed, a Bailment Lease, a Deed of Trust, or a Bill of Sale to secure a debt, evidencing or creating or reserving a lien interest in **property** as herein defined, which creates **your security interest** in the **property**. **Instrument** also means a loan or lease by **you** to the **Retail Purchaser** that:

- a. is for a term of not less than six months,
- b. must reduce in approximately equal payments,
- c. does not exceed the maximum allowable term of loan as stated in the Declarations of the Master Policy,
- d. is in an amount greater than the minimum amount of insurance as stated in the Declarations of the Master Policy,
- e. does not exceed the maximum allowable amount of insurance as stated in the Declarations of the Master Policy, and
- f. payments are not more than sixty (60) days past due as of the effective date of this **Notice of Insurance**.

“**Security Interest**” means **your** monetary interest in the **property** defined in the **instrument**.

“**Repossessed (repossession)**” means to regain and take physical possession of **property** by **you** or **your** representative because of default in the loan or lease payment.

“**Cancel (cancellation)**” means the termination of all coverage under this **Notice of Insurance**.

“**Impaired (impairment)**” means that the value of the **property** at the time of and because of **loss** is reduced to an amount that is less than the respective interests of the **named insured** and/or the **Retail Purchaser**.

II. INSURING AGREEMENTS

In return for the payment of premium for each **Notice of Insurance** issued under the authority of the Commercial Inland Marine Sales Master Policy, **we** agree to provide coverage for **you** and the **Retail Purchaser** for **property** described in the Declarations, subject to the Conditions and Exclusions of this **Notice of Insurance**.

We will pay for **loss** to **insured property** caused by:

- (1) Fire; (2) Lightning; (3) Windstorm; (4) Hail; (5) Explosion; (6) Aircraft, including objects falling therefrom; (7) Vehicles; (8) Smoke; (9) Flood, meaning only the rising of water from natural causes; (10) Collision with another object or its overturn; (11) Collapse of bridge, wharf, dock, platform or culvert; (12) Stranding, sinking, burning, or collision of any regular ferry crossing a river or stream, including general average or salvage charges; (13) Theft, but excluding mysterious disappearance; (14) Vandalism and malicious mischief.

III. COVERAGE PROVISIONS

CONDITIONS PRECEDENT TO LIABILITY

There will be no legal obligation for coverage on **our** part unless:

1. **Your** and/or the **Retail Purchaser's** interest in the **property** has become **impaired** due to a **loss** which has occurred under one or more of the perils insured by this **Notice of Insurance**; and
2. A **Notice of Insurance** has been issued covering the **property** and such coverage was in effect on or before the **date of loss**; and
3. The claim has been reported within a reasonable length of time not to exceed sixty (60) days after the **date of loss**.

COMPANY'S LIABILITY – SETTLEMENT OPTIONS

1. **Our** liability to **you** or the **Retail Purchaser** shall not exceed the lesser of the following amounts after deduction of any compensation for the **loss** paid by a third party and the deductible.
 - a. The **actual cash value** of the damaged or stolen **property** as of the **date of loss**, with proper deduction for depreciation, however caused, and less salvage value; or
 - b. The cost of repairing or replacing the damaged or stolen **property** with like kind and quality; or
 - c. The amount of insurance as stated in this **Notice of Insurance**, less salvage value; or
 - d. The maximum allowable amount of insurance stated in the Declarations of this Commercial Inland Marine Installment Sales Property Floater Master Policy less salvage value.
2. At **our** option **we** may pay for the **loss** in money or may repair or replace the damaged or stolen **property**. **We** may take all or such part of the **property** at the agreed or appraised value; however, the **insured property** may not be abandoned to **us**. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment.

PREMIUM

The premium charge for each **Notice of Insurance** shall be determined from the rate schedule in use on the date the **Notice of Insurance** is issued.

IV. EXCLUSIONS

1. **We** will not pay for a **loss** caused directly or indirectly by any of the following:
 - a. Structural failure, mechanical breakdown, or resulting from the weight of a load exceeding the registered lifting or supporting capacity of any machine;
 - b. Wear, tear and gradual deterioration, dampness of atmosphere, inherent vice, freezing or extremes of temperature, corrosion, rust, structural defect, repairing, remodeling, adjusting, servicing or maintenance operations;
 - c. Misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the **Retail Purchaser** or any other party of interest, his or their employees or agents or others to whom the **property** may be entrusted;
 - d. Unexplained **loss**, mysterious disappearance, or shortage disclosed by taking inventory;
 - e. Strikes, lockouts, labor disturbances, riots, civil commotion or the acts of any person or persons taking part in any such occurrence or disorder;
 - f. **Loss** of use of **property**, towing, pickup, delivery, rental reimbursement or consequential **loss** of any kind;
 - g. Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such **loss** be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct **loss** by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy;
 - h. An agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile warlike action by such government, power, authority or forces;
 - i. War, including undeclared or civil war, or
 - j. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

- k. Risks of contraband or illegal transportation or trade;
 - l. Any weapon of war employing atomic fission or radioactive force, whether in time of peace or war;
 - m. Pollution. The discharge, dispersal, seepage, migration, release or escape of "pollutants"; or
 - n. Governmental action. Seizure or destruction of **property** by order of governmental authority.
- But, **we** will pay for a **loss** or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered by this policy.

2. **We** will not pay for a **loss**:
 - a. If at the time of **loss** or damage, there is other valid and collectible insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted;
 - b. If the **property** described in the **instrument** is assigned, transferred, leased, rented or on consignment for sale to another person or organization by the **Retail Purchaser** named in the **Notice of Insurance**;
 - c. If at the time of **loss** or damage, the **property** is being used for a purpose other than the use originally disclosed;
 - d. When such **loss** is caused by the neglect of the **Retail Purchaser** to use all reasonable means to save and preserve the **property** at and after any **loss** insured against, or when the **property** is endangered by fire in neighboring premises;
 - e. When **loss** is caused by the loading, discharging, handling or transporting of the **property** for a fee.
3. **Insured Property** does not include:
 - a. Any crane, boom or derrick while such equipment is being operated or used unless directly caused by fire, lightning, windstorm, explosion, or overturning of the machine of which it is part (the term "boom" shall include any extension thereof);
 - b. Automobiles or similar self-propelled conveyances designed for highway use;
 - c. Plans, blueprints, designs or specifications;
 - d. Underground **property** or **property** while located underground;
 - e. Any **property** which has become a permanent part of any structure;
 - f. Dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, caused by electricity other than lightning, unless fire ensues and then only for loss or damage from such ensuing fire;
 - g. Tires or tubes, unless directly caused by fire, windstorm or theft or is coincident with and from the same cause as other **loss** insured by this policy;
 - h. **Property** used in logging or pulpwood operations;
 - i. **Property** used in strip or underground mining operations;
 - j. Agricultural **property** that is over twenty (20) years of age (without prior approval) at the inception date of this **Notice of Insurance**;
 - k. Any **property** that is considered as personal property;
 - l. Contractors and industrial **property** (including forklifts, chippers and stump grinders) that are over ten (10) years of age (without prior approval) at the inception date of this **Notice of Insurance**;
 - m. Combines and cotton pickers/strippers that are over four (4) years of age and have not been reconditioned by a dealer prior to resale at the inception date of this **Notice of Insurance**;
 - n. Combines and cotton pickers/strippers used for harvesting for a fee;
 - o. **Property** used outside **your** home state or a contiguous state. **Your** home state shall be considered the state where the **property** is normally stored, garaged or used;
 - p. ATV's, Gators, Mules or **property** of a similar nature being used for recreation.
4. **We** will not pay for a loss caused directly or indirectly by a consequential loss to **property** of any kind, including any increased costs associated with the repair or reconstruction of **property** following a loss, when such increased costs apply to undamaged **property** that a repair facility recommends or requires to be repaired or replaced.

V. CONDITIONS

WHEN AND WHERE THIS NOTICE OF INSURANCE APPLIES

We cover **losses** which occur during the term of a **Notice of Insurance**; but only after the **insured property** leaves the premises of the dealer and is located:

1. Within the United States of America, its territories or possessions, or in Canada;
2. While the **property** is being transported between any of these places; or
3. While temporarily on the premises of the selling vendor for repairs.

DEDUCTIBLE

Each claim for **loss** or damage shall be adjusted separately and from the amount of each adjusted claim, the sum shown in the **Notice** as the deductible shall be deducted. If there is damage to **insured property** caused by more than one occurrence, the deductible amount shall be applied separately to each **loss**. If two or more items of **insured property** are covered under the same **Notice of Insurance**, the deductible shall only apply once when **loss** or damage is caused by the same **loss** occurrence.

OTHER INSURANCE

If there is other insurance covering the same **loss** or damage, **we** will pay only for the amount of covered **loss** or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable limit of insurance.

WHAT YOU MUST DO WHEN LOSS OCCURS

You, or the **Retail Purchaser** shall, as soon as possible, report to **our** agent or **us** every **loss** or damage which may become a claim under this insurance. **You** or the **Retail Purchaser** shall also file with **our** agent or **us** a detailed sworn proof of **loss** within ninety (90) days from the date of **loss**. Failure by **you** or the **Retail Purchaser** to report said **loss** or damage and to file such sworn proof of **loss** shall invalidate any claim under this insurance. **You** or the **Retail Purchaser** must notify the police if a **loss** is caused by theft, vandalism, malicious mischief, as evidenced by a police report.

ADDITIONALLY YOU AND THE RETAIL PURCHASER MUST:

Unless **you** and the **Retail Purchaser** have complied fully with all of the following duties, **we** have no obligation to provide any coverage under this **Notice of Insurance**:

1. Cooperate with **us** in the investigation, settlement or the conduct of any suit;
2. Not make settlement with others for **loss** to **property**.
3. Not, except at **your** own cost, offer any reward, voluntarily make any payment, assume any obligation or incur any expense unless specifically authorized in writing by **us**;
4. Permit **us** to inspect and appraise the damaged **property** before its repair or disposition.
5. Take reasonable steps after **loss** to protect the **property** from further **loss**. **We** will pay reasonable expenses incurred to do this. If **you** do not protect the **property**, such additional **loss** will be deducted from the **loss** settlement.
6. When requested by **us**, execute and deliver **instruments** and papers to **us** and do whatever else is necessary for **us** to secure good title to the **property**.
7. Submit and so far as is within their power, shall cause all other persons including family members and employees to submit to examinations under oath when requested by **us** in regard to any and all matters in connection with a **loss**.
8. Produce for examination all books of accounts, bills, invoices, statements or certified copies thereof at such reasonable time and place as may be chosen by **us** and shall permit extracts and copies thereof to be made.

SETTLEMENT OF LOSS

We will pay or make good any covered **loss** within thirty (30) days after:

1. **We** receive satisfactory proof of **loss**,
2. **We** reach agreement with **you** and/or the **Retail Purchaser**,
3. The filing of an appraisal award, or
4. The entry of final judgment.

We will not be liable for any part of a **loss** that has been paid or made good by others.

PAYMENT OF LOSS

Payment of **loss** under this insurance shall be made payable to **you** and the **Retail Purchaser** as their interests may appear.

NO BENEFIT TO BAILEE

We shall not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing, or transporting **property** for a fee regardless of any other provisions of this insurance.

ASSIGNMENT OF INTEREST

The interest of the **named insured** or the **Retail Purchaser** in this insurance may not be assigned without **our** prior written consent.

PAIR, SET OR PARTS

1. Pair or set – In case of **loss** to any part of a pair or set, **we** may:
 - a. Repair or replace any part to restore the pair or set to its value before the **loss**; or
 - b. Pay the difference between the value of the pair or set before and after the **loss**.
2. Parts – In case of **loss** to any part of the **insured property** consisting of several parts when complete, **we** will only pay for the value of the lost or damaged part.

OUR RIGHT TO RECOVER FROM OTHERS

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties. Any person whom **we** pay for **loss** must transfer to **us** their right of recovery against any other party. This person must do everything necessary to secure

these rights and must do nothing that will harm them. **We** shall not exercise **our** right of recovery against any **Retail Purchaser** in respect to any claim under this policy, provided such claim did not originate through the willful action, knowledge or intent of any **Retail Purchaser**. Such waiver shall not serve to exclude the rights to recover as **we** may have against any third party.

RECOVERY OR SALVAGE

In the event of any recovery or salvage on a **loss** which has been or is being paid, such recovery or salvage shall accrue entirely to **our** benefit until the sum paid by **us**, including **our** expenses have been made up.

ARBITRATION: Any controversy or claim arising out of or relating to this policy, or the breach of the same, shall be settled by arbitration to be held in Dallas, Texas in accordance with the provisions of the Texas General Arbitration Act. The arbitrator is to be selected by a state district judge of Dallas County, Texas or by the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the dispute or the parties.

APPRAISAL

If **you** and/or the **Retail Purchaser** and **we** disagree on the value of the **property** or the amount of the **loss**, either may make written demand for an appraisal of the **loss** and to be bound by the results of that appraisal, however both parties must agree to appraisal. Each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree on an umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the **property** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision reached to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, **we** shall not be held to have waived any of **our** rights by any act relating to the appraisal.

LEGAL ACTION AGAINST US

You or the **Retail Purchaser** may not require payment of **loss** or bring legal action against **us** until:

1. There has been full compliance by **you** and the **Retail Purchaser** with all of the terms of this policy;
2. Sixty (60) days have passed since a proper proof of **loss** was submitted; and
3. The action is brought within two (2) years after the date on which the direct physical **loss** or damage occurred.

CHANGES

This policy contains all the agreements between **you**, the **Retail Purchaser** and **us** concerning this insurance and its terms may not be changed or waived except by written endorsement issued by **us**. **You** or the **Retail Purchaser** shall promptly notify **us** of any change in ownership, change in **property**, change in **property** use or any transfer of interest in any of the **property** covered by this insurance. Failure to notify **us** of such change shall invalidate any claim under this **Notice of Insurance**.

BANKRUPTCY

Bankruptcy or insolvency of **you** or the **Retail Purchaser** shall not relieve **us** of any obligations under this policy.

CONCEALMENT, MISREPRESENTATION OR FRAUD

We do not provide coverage, either before or after a **loss**, if **you** or the **retail purchaser** have concealed or misrepresented any material fact or circumstance relating to this insurance.

PROTECTIVE SAFEGUARDS

The **Retail Purchaser** must maintain the protective safeguards that are installed on or to the **property**. If the **Retail Purchaser** fails to keep the protective safeguards in working condition, the coverage for which the protective safeguards apply is automatically suspended.

TERMS OF POLICY CONFORM TO STATE STATUTE

Any terms of this **Notice of Insurance** which are in conflict with the statutes of the state where this **Notice** is issued are amended to conform to the minimum requirements of the statutes.

CANCELLATION – NOTICES OF INSURANCE

Individual **Notices of Insurance** may be cancelled:

1. By **you** or the **Retail Purchaser** by mailing written notice to **us** of the future date **cancellation** is to be effective.
2. By **us** mailing to **you** and the **Retail Purchaser** at the last mailing address known by **us** at least thirty (30) days written notice. Proof of mailing of any notice will be sufficient proof of notice. The effective date of **cancellation** stated in this **Notice of Insurance** shall become the end of the coverage period.
3. By submitting the **Notice of Insurance** to **us** by **you** upon:
 - a. The effective date of other specific physical damage insurance secured by the **Retail Purchaser** showing **you** as **loss** payee, with appropriate documentation of such other coverage; or
 - b. The date when payment is made in full for the credit extended on the **property** which established **your** interest; or
 - c. The date of **repossession** of the **property** by **you** or its abandonment to **you** by the **Retail Purchaser**. **Cancellation** due to **repossession** of **property** will not affect such coverage as is afforded by the policy for **loss** discovered upon the date of **repossession**; or
 - d. The **date of loss** for any **total loss** to **property** covered by a **Notice of Insurance**.

PREMIUM REFUNDS

1. If **you** or the **Retail Purchaser** cancels a **Notice of Insurance**, the refund, if any, will be computed in accordance with the Rule of 78's. A **cancellation** as in item 3. of **Cancellations – Notices of Insurance** will be considered at the request of the **named insured**.
2. If **we** cancel a **Notice of Insurance**, earned premium will be computed on a pro-rata basis
3. **Our** refund will be made directly to the **named insured**.
4. **We** will refund unearned premium either at the time **cancellation** is effected or as soon as practicable after **cancellation** becomes effective, but payment or the return of unearned premium is not a condition of **cancellation**.

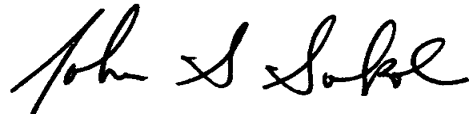
DECLARATIONS

By acceptance of this policy **you** agree that:

1. The statements in the Declarations are **your** representations and agreements; and
2. This policy is issued in reliance upon **your** representations and agreements; and
3. This policy contains all agreements between **you** and **us** or **our** agent relating to this insurance.



Secretary



President

WARNING: THIS COVERAGE DOES NOT PROVIDE BODILY INJURY OR PROPERTY DAMAGE LIABILITY INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY OTHER LAW MANDATING MOTOR VEHICLE INSURANCE COVERAGE



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EQUIPMENT PHYSICAL DAMAGE LOAN LEASE POLICY

REPLACEMENT COST COVERAGE ENDORSEMENT

This endorsement modifies certain conditions and coverage provisions provided under the **Notice of Insurance**.

This endorsement extends coverage to **property** that:

1. has been described as eligible **property** in the declarations of the **Notice of Insurance**; and
2. a **Notice of Insurance** has been issued covering the **property**; and
3. is not:
 - a. a horse or stock trailer;
 - b. a commercial and/or enclosed trailer;
 - c. a used combine, a used cotton picker or cotton stripper; and
4. such **Notice of Insurance** was in effect on or before the **date of loss**; and
5. the **Retail Purchaser** has paid the premium for the coverages afforded by this endorsement.

This **Replacement Cost Coverage Endorsement** applies only to claims with the **date of loss** occurring within the first 60 months of the loan/lease term. Claims with a **date of loss** after the 60th month will be settled on an actual cash value basis.

COINSURANCE

We agree to provide replacement cost coverage without deduction for depreciation if the **Retail Purchaser** has insured each item of **insured property** for the fair market value of the described **property** as of the **date of loss**. If the amount of insurance as stated in the declarations of the **Notice of Insurance** as of the **date of loss** is less than the fair market value, we will pay only **our** part of the **loss**. **Our** part of the **loss** will be determined by dividing the amount stated in the **Notice of Insurance** by the fair market value of the **property**. This percentage will be applied to the adjusted **loss** to determine the amount we will pay, less the deductible stated in the **Notice of Insurance**.

COMPANY'S LIABILITY – SETTLEMENT OPTIONS

1. **Our** liability to **you** shall not exceed the lesser of the following amounts after deduction of any compensation for the **loss** paid by a third party, the deductible amount and any coinsurance penalty:
 - a. The replacement cost of the damaged or stolen **property** or any of its parts. Less salvage value; or
 - b. The cost to repair the **property** if it is repaired. There will be no deduction for depreciation; or
 - c. The **actual cash value** of the damaged or stolen **property** as of the **date of loss** if the **property** is not repaired or replaced, less salvage value; or
 - d. The amount of insurance as stated in the **Notice of Insurance**, less salvage value.
2. **REPLACEMENT BENEFIT**
If **you** commence the repair or replacement of the **property** within 120 days from the **date of loss**, we will pay the difference between the **actual cash value** and the replacement cost, as of the **date of loss**. In the event of a total **loss**, the **property** may be replaced with **property** that is the same number of model years old as the insured **property** at the time **you** originally purchased or leased it. (Example: If **you** purchase/lease 1999 **property** 2002 (i.e. **Property** which is 4 years old) and it is deemed a total **loss** in 2003, **your** replacement **property** will be 2000 model year **property** (i.e. **Property** which is 4 years old). The purchase price of the replacement **property** shall not exceed the fair market value, based on but not limited to values listed in the applicable market guides and/or dealer quotes for comparable equipment not shall the total cost of this replacement Benefit plus the **actual cash value** amount exceed the Limit of Liability as stated in the Declarations of the **Notice of Insurance**.
3. At **our** option we may pay for the **loss** in money or may repair or replace the damaged or stolen **property**. We may take all of or such part of the **property** at the agreed or appraised value; however the **insured property** may not be abandoned to **us**.

All Other Terms and Conditions Remain Unchanged

Secretary

President



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

**EQUIPMENT PHYSICAL DAMAGE LOAN LEASE PROGRAM
GENERAL CHANGE ENDORSEMENT**

This Coverage Endorsement is attached to and forms a part of Policy No. _____
and is subject to all terms and conditions of the Policy not inconsistent herewith.

Issued to _____

Effective Date of Issue _____ Date of Issue: _____

An "X" placed in a box below indicates a change has been made to the policy.

1. ? **Named Insured** is changed to: _____
2. ? **Named Insured's** address is changed to: _____
3. ? **Policy Period:** From: _____ to _____
4. ? It is hereby understood and agreed that in consideration of the premium, the deductible amount is changed to:
 _____.
5. ? Rate is changed to: _____
6. ? Schedule is change to: _____

COMPLETE ONLY WHEN THIS ENDORSEMENT IS NOT ISSUED WITH THE POLICY		
Policy Number	Named Insured	Effective Date
<div>Countersigned at : _____</div> <div>This _____ day of _____, 2____.</div> <div>_____</div> <div>Authorized Representative</div>		

Secretary

President



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EQUIPMENT PHYSICAL DAMAGE LOAN LEASE PROGRAM ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following numbered Policy and is subject to all of the terms, conditions, exclusions and definitions of the policy. The person or entity named below is included as an additional insured for named perils on insured **property** covered by the policy.

SCHEDULE

Policy Number:

Effective Date

From:

To:

All at 12:01 a.m. Standard Time at the address of the Named Insured

Additional Insured:

Address:

Description of Covered

Equipment:

A handwritten signature in black ink, appearing to read 'Matt Roth', is written over a horizontal line.

Secretary

A handwritten signature in black ink, appearing to read 'John S. Sobel', is written over a horizontal line.

President



250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

POLICY NO.	
POLICYHOLDER	

ASSUMPTION CERTIFICATE

This is to certify that **Ohio Indemnity Company** assumes all liability under the policy shown above, in accordance with the terms and conditions thereof, as of 12:01 a.m., _____, the same as if it had been originally issued with all its covenants, stipulations and provisions by Ohio Indemnity Company.

By reason of such assumption, the above named Policyholder becomes a policyholder of Ohio Indemnity Company.

IN WITNESS WHEREOF, Ohio Indemnity Company has caused this Assumption Certificate to be duly executed by its President and Secretary as of

A handwritten signature in black ink, appearing to read 'Matt R...', is positioned above a vertical line.

Secretary

A handwritten signature in black ink, appearing to read 'John S. Sobel', is positioned to the right of the vertical line.

President

THIS CERTIFICATE BECOMES A PART OF **YOUR POLICY** AND SHOULD BE ATTACHED THERETO.

All inquiries regarding your policy should be directed to :

Ohio Indemnity Company
250 E. Broad Street
10th Floor
Columbus, Ohio 43215

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury -- in concurrence with the Secretary of State, and the Attorney General of the United States -- to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceed \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is _____, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT, MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant's Signature

Print Name

Date

Name of Insurer: _____

Policy Number: _____



**OHIO
INDEMNITY
COMPANY**

250 East Broad Street, 10th Floor
Columbus, Ohio 43215
(800) 628-8581

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EQUIPMENT PHYSICAL DAMAGE

ARKANSAS CHANGES

1. **OUR RIGHT TO RECOVER FROM OTHERS** of section **V. CONDITIONS** of the **MASTER POLICY** and **NOTICE OF INSURANCE** is deleted and replaced by the following:

OUR RIGHT TO RECOVER FROM OTHERS

If **we** make any payment, **we** are entitled to recover what **we** paid from other parties only after **you** and/or the **Retail Purchaser** or has been fully compensated for the **loss** sustained.

Any person whom **we** pay for **loss** must transfer to **us** their right of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that will harm them. **We** shall not exercise **our** right of recovery against any **Retail Purchaser** with respect to any claim under this insurance, provided such claim did not originate through the willful action, knowledge or intent of any **Retail Purchaser**. Such waiver shall not serve to exclude the rights to recover as **we** may have against any third party.

2. **ARBITRATION** of section **V. CONDITIONS** of the **MASTER POLICY** and **NOTICE OF INSURANCE** is deleted in its entirety.
3. **APPRAISAL** of section **V. CONDITIONS** of the **MASTER POLICY** and **NOTICE OF INSURANCE** is deleted and replaced by the following:

APPRAISAL

- a. If **we, you** and/or **Retail Purchaser** disagree on the value of the **property** or the amount of **loss**, either party may make a written request for an appraisal of the **loss**. However, an appraisal will be made only if **we, you** and/or **Retail Purchaser** agree, voluntarily, to have the **loss** appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the **property** and amount of **loss**. If they fail to agree, they will submit their differences to the umpire.
 - b. An appraisal decision will not be binding on either party.
 - c. If there is an appraisal, **we** will still retain **our** right to deny the claim.
 - d. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the other expenses of the appraisal and umpire equally.
 - e. If there is an appraisal, **we** shall not be held to have waived any of **our** rights by any act relating to the appraisal.
 - f. This appraisal provision is voluntary and non-binding.
4. Item 3. of **LEGAL ACTION AGAINST US** of section **V. CONDITIONS** of the **MASTER POLICY** and **NOTICE OF INSURANCE** is deleted and replaced with the following:
 3. The action is brought within five (5) years after the date on which the direct physical **loss** or damage occurred.

5. Item 2. of **CANCELLATION - MASTER POLICY** of section **V. CONDITIONS** of the **MASTER POLICY** is deleted in its entirety and replaced with the following:

2. CANCELLATION BY US

- a. **CANCELLATION - MASTER POLICIES** in effect sixty (60) days or less:

If the **MASTER POLICY** has been in effect for sixty (60) days or less, **we** may **cancel** by mailing or delivering notice of **cancellation** to **you** at least:

- (1) Ten (10) days before the effective date of **cancellation** if **we cancel** for nonpayment of premium; or
- (2) Twenty (20) days before the effective date of **cancellation** if **we cancel** for any other reason.

The reason for **cancellation** will be stated in the notice. Proof of mailing of any notice will be sufficient proof of notice. The effective date of **cancellation** stated in the notice shall become the end of the policy period.

- b. **CANCELLATION -MASTER POLICIES** in effect more than sixty (60) days:

- (1) If the **MASTER POLICY** has been in effect more than sixty (60) days, **we** may **cancel** only for one or more of the following reasons:
 - (a) Nonpayment of premium;
 - (b) Fraud or material misrepresentation made by **you** or with **your** knowledge in obtaining the policy, continuing the policy, or by **you** in presenting a claim under the policy;
 - (c) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any **insured property** or its occupancy which substantially increases any hazard insured against under the policy;
 - (e) Nonpayment of membership dues in those cases where **our** by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (f) A material violation of a material provision of the policy.
- (2) If **we cancel** for:
 - (a) Nonpayment of premium, **we** will mail or deliver written notice of **cancellation**, stating the reason for **cancellation**, to **you** and any lienholder or **loss** payee named in the policy at least ten (10) days before the effective date of **cancellation**.
 - (b) Any other reason, **we** will mail or deliver written notice of **cancellation** to **you** and any lienholder or **loss** payee named in the policy at least twenty (20) days before the effective date of **cancellation**.

Proof of mailing of any notice will be sufficient proof of notice. The effective date of **cancellation** stated in the notice of **cancellation** shall become the end of the policy period.

6. Item 2. of **CANCELLATION - NOTICES OF INSURANCE** of section **V. CONDITIONS** of **your** policy and **CANCELLATION - NOTICE OF INSURANCE** of the **Notice of Insurance** is deleted in its entirety and replaced with the following:

2. CANCELLATION BY US

- a. **CANCELLATION - NOTICES OF INSURANCE** in effect sixty (60) days or less:

If this policy has been in effect for sixty (60) days or less, **we** may **cancel** by mailing or delivering notice of **cancellation** to **you** and the **Retail Purchaser** at least:

- (1) Ten (10) days before the effective date of **cancellation** if **we cancel** for nonpayment of premium; or

- (2) Twenty (20) days before the effective date of **cancellation** if **we cancel** for any other reason.

The reason for **cancellation** will be stated in the notice. Proof of mailing of any notice will be sufficient proof of notice. The effective date of **cancellation** stated in the notice shall become the end of the policy period.

- b. If the policy has been in effect more than sixty (60) days, **we** may **cancel** only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by **you** or the **Retail Purchaser** or with **your** or the **Retail Purchaser's** knowledge in obtaining the policy, continuing the policy, or by **you** or the **Retail Purchaser** in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any **insured property** or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where **our** by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.

If **we cancel** for nonpayment of premium, **we** will mail or deliver written notice of **cancellation**, stating the reason for **cancellation**, to **you** and the **Retail Purchaser**; and any lienholder or **loss** payee named in the policy at least ten (10) days before the effective date of **cancellation**.

If **we cancel** for any reasons (2) through (6) above, **we** will mail or deliver written notice of **cancellation** to **you** and the **Retail Purchaser**; and any lienholder or **loss** payee named in the policy at least twenty (20) days before the effective date of **cancellation**.

Proof of mailing of any notice will be sufficient proof of notice. The effective date of **cancellation** stated in the notice of **cancellation** shall become the end of the policy period.

7. The **NONRENEWAL** provision of section **V. CONDITIONS** of the **MASTER POLICY** is deleted and replaced by the following:

NONRENEWAL

- a. If **we** decide not to renew this policy, **we** will mail or deliver to the first **Named Insured's** last mailing address known to **us** or **our** authorized agent, written notice of the nonrenewal not less than sixty (60) days before the expiration date.
- b. **We** need not provide this notice if:
 1. **You** have accepted replacement coverage;
 2. **You** have requested or agreed to nonrenewal; or
 3. This policy is expressly designated as nonrenewable.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.
- d. The **Notice(s) of Insurance** are expressly nonrenewable.
- e. If **we** revise **our** rates or rules and the revision results in a premium increase of twenty-five percent (25%) or more on any renewal policy issued for a term of twelve (12) months or less, **we** will mail or deliver thirty (30) days notice of the increase to **your** agent, if any, prior to the effective date of renewal, and ten (10) days notice to **you** prior to the effective date of renewal.

8. Please be advised of the following consumer information:

Ohio Indemnity Company
250 E. Broad Street, Suite 1000
Columbus, Ohio 43215
1-800-628-8581

If **we**, Ohio Indemnity Company, fail to provide **you** with reasonable and adequate service, **you** should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
400 University Tower Building
Little Rock, Arkansas 72204
(501) 371-1813

All other policy terms and conditions remain unchanged.

<i>SERFF Tracking Number:</i>	<i>PERR-125510163</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Ohio Indemnity Company</i>	<i>State Tracking Number:</i>	<i>#101923 \$50</i>
<i>Company Tracking Number:</i>	<i>OIC-CIM-LLE-AR-08-01-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>OIC-CIM-LLE-AR-08-01-F</i>		
<i>Project Name/Number:</i>	<i>OIC-CIM-LLE-AR-08-01-F/OIC-CIM-LLE-AR-08-01-F</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125510163 State: Arkansas
Filing Company: Ohio Indemnity Company State Tracking Number: #101923 \$50
Company Tracking Number: OIC-CIM-LLE-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: OIC-CIM-LLE-AR-08-01-F
Project Name/Number: OIC-CIM-LLE-AR-08-01-F/OIC-CIM-LLE-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 03/10/2008

Comments:

Attachments:

2007 NAIC FFS.pdf
2007 NAIC PCTD.pdf

Satisfied -Name: Memorandum, Forms List and Letter of Authorization **Review Status:** Approved 03/10/2008

Comments:

Attachments:

Filing Memo (CW x NY, CA, WY, OK)-F (WIP).pdf
OIC - Loan and Lease - AR Forms List.pdf
OIC Authorization Letter.pdf

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	OIC-CIM-LLE-AR-08-01-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	OIC-CIM-LLE-AR-08-01-R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state

01	Equipment Physical Damage Loan Lease Master Policy	LLP-100 Ed. (11/2007)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Equipment Physical Damage Loan Lease Master Policy	LLP-200 Ed. (01/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Equipment Physical Damage Loan Lease Declarations	LLP-500 Ed. (11/2007)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Equipment Physical Damage Read Your Policy Carefully	LLP-600 Ed. (01/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Equipment Physical Damage Replacement Cost Coverage Endorsement	LLP-301 Ed. (11/2007)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Equipment Physical Damage General Change Endorsement	LLP-303 Ed. (11/2007)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Equipment Physical Loan Lease Program Additional Insured Endorsement	LLP-304 Ed. (11/2007)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Equipment Physical Damage Assumption Certificate	LLP-305 Ed. (11/2007)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Notice Of Terrorism Insurance Coverage	OIC-DIS2003 Ed. (01/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Equipment Physical Damage – Arkansas Changes	LLP-400 AR Ed. (02/2008)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

Property & Casualty Transmittal Document


1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
N/A	N/A

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Ohio Indemnity Company	OH	26565	31-0620146	

5. Company Tracking Number	OIC-CIM-LLE-AR-08-01-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Olga E. Burciaga 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888.201.5123 x 163	310.230.8529	doi@perrknight.com
7. Signature of authorized filer					
8. Please print name of authorized filer			Olga E. Burciaga		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	9.0 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	9.0005 Other Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Loan/Lease Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: March 28, 2008 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	February 28, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	OIC-CIM-LLE-AR-08-01-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Ohio Indemnity Company (the "Company"), we are submitting this filing to introduce the forms associated with a new Loan/Lease Program. Please see enclosed memorandum for more details. Please note the corresponding rates and rules are exempt from filing requirements per AR 23-67-206.

The Company respectfully requests that the proposed forms be implemented for all policies effective on March 28, 2008.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: 101923 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

Ohio Indemnity Company

NEW PROGRAM FILING – Form Only COMMERCIAL INLAND MARINE

Filing Memorandum

With this new program filing, Ohio Indemnity Company (the “Company”) is proposing a new program called the “Loan/Lease Program” filed under the Commercial Inland Marine line of business.

The policy is issued to the lender and provides coverage for the term of the loan. It provides coverage for the insured and the Retail Purchaser for property described in the Declarations, subject to the Conditions and Exclusions of this Policy. The policy will pay for loss to insured property caused by: (1) Fire; (2) Lightning; (3) Windstorm; (4) Hail; (5) Explosion; (6) Aircraft, including objects falling therefrom; (7) Vehicles; (8) Smoke; (9) Flood, meaning only the rising of water from natural causes; (10) Collision with another object or its overturn; (11) Collapse of bridge, wharf, dock, platform or culvert; (12) Stranding, sinking, burning, or collision of any regular ferry crossing a river or stream, including general average or salvage charges; (13) Theft, but excluding mysterious disappearance; (14) Vandalism and malicious mischief. A corresponding new program rate and rule filing has been sent in conjunction with this filing under a separate cover.

Ohio Indemnity Company
Equipment Physical Damage Loan/Lease Program
FORMS LIST

Form Number (Ed. Date)	Declarations and Forms
LLP-100 (11/2007)	EQUIPMENT PHYSICAL DAMAGE LOAN LEASE MASTER POLICY
LLP-200 (01/2008)	EQUIPMENT PHYSICAL DAMAGE LOAN LEASE MASTER POLICY
LLP-500 (11/2007)	EQUIPMENT PHYSICAL DAMAGE LOAN LEASE DECLARATIONS
LLP-600 (01/2008)	EQUIPMENT PHYSICAL DAMAGE READ YOUR POLICY CAREFULLY
Form Number (Ed. Date)	Endorsements
LLP-301 (11/2007)	EQUIPMENT PHYSICAL DAMAGE REPLACEMENT COST COVERAGE ENDORSEMENT
LLP-303 (11/2007)	EQUIPMENT PHYSICAL DAMAGE GENERAL CHANGE ENDORSEMENT
LLP-304 (11/2007)	EQUIPMENT PHYSICAL DAMAGE LOAN LEASE PROGRAM ADDITIONAL INSURED ENDORSEMENT
LLP-305 (11/2007)	EQUIPMENT PHYSICAL DAMAGE ASSUMPTION CERTIFICATE
OIC-DIS2003 (01/2008)	NOTICE OF TERRORISM INSURANCE COVERAGE
Form Number (Ed. Date)	State Specific Endorsements
LLP-400 AR (02/2008)	EQUIPMENT PHYSICAL DAMAGE – ARKANSAS CHANGES



OHIO INDEMNITY COMPANY

March 13, 2007

Re: Ohio Indemnity Company, NAIC Number 26565

To Whom It May Concern:

Perr & Knight, Inc. is hereby authorized to submit, rate, rule, form filings on behalf of Ohio Indemnity Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr & Knight, Inc. at the following address:

State Filings Department
Perr & Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

Daniel J. Stephan
Senior Vice President
Phone: (614) 220-5210
Fax: (614) 228-5552
dstephan@oiclenderservices.com

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